

MAY 4, 2018

PROPOSAL #3

FROM

OREGON SCHOOL EMPLOYEES ASSOCIATION

ASHLAND CHAPTER 42

TO

THE ASHLAND SCHOOL DISTRICT

JULY 1, 2018 – JUNE 30, 2021

OSEA reserves the right to add to, delete from, modify or alter this proposal in any way or to correct inadvertent mistakes, omissions, or typographical errors at any time during the bargaining process.

ARTICLE 1

RECOGNITION

- A. The Ashland School District #5/Board recognizes OSEA Ashland Chapter 42 as the exclusive bargaining representative on wages, hours and conditions of employment for all classified employees as well as employees on the one thousand thirty-nine (1039) option working in a classified bargaining unit position.
- B. Administrators, supervisors, academically licensed employees, confidential employees, substitutes, and temporary employees are specifically excluded from the bargaining unit.
1. **Administrators** are employees having authority in the interest of the District to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees. They may also direct employees, adjust their grievances, or recommend such action, if in connection therewith. The exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment.
 2. **Supervisors** are employees of the District who possess authority to formulate and carry out management decisions or who represent management's interests by taking or effectively recommending discretionary actions that control or implement District policy, and who have discretion in the performance of these management responsibilities beyond the routine discharge of duties. Supervisors have the authority in the interest of the District to recommend hires, transfers, suspensions, promotions, discharges, assignments, or discipline for employees under their direction.
 3. **Academically licensed** employees are employees such as administrators, teachers, or other professional employees who must maintain licensure through the TSPC or other professional organizations as a condition of continued employment.
 4. **Confidential employees** are employees whose job duties require that they work directly with administrators and/or school board members in areas related to the collective bargaining process and would be in attendance at such times when meetings occur to assist the management of the District in preparation for collective bargaining.

5. **Substitutes** are employees hired during the year to replace bargaining unit employees (full-time or part-time) who are on approved paid or unpaid leave(s) of not more than twelve (12) calendar months.
6. **Temporary employees** are employees hired for a specific period of time not to exceed one-hundred-twenty (120) days worked within a twelve (12) month period commencing with the first day worked **July 1 through June 30** of each year, after which they will become probationary members of the unit per the Collective Bargaining Agreement. This category will include seasonal employees hired only for summer work. The one-hundred-twenty (120) days worked does not apply to laid-off employees who may be working a temporary assignment during the period they remain on the re-employment list.
7. **Regular employees are full time or part-time employees who have completed a probationary period and are entitled to all the rights and benefits contained in this agreement.**

ARTICLE 2

MANAGEMENT RIGHTS

- A. It is recognized that the **Ashland School Board** ("**Board**") has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and job-related activities of its employees. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibilities include:
1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and relocate or close old facilities.
 2. The determination of the financial policies of the District, including general accounting procedures, inventory of supplies and equipment, procedures and public relations.
 3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
 4. The maintenance of discipline and control and the use of the school system property and facilities.
 5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 6. The right to enforce the rules and regulations now in effect, and to establish new rules and regulations from time to time not in conflict with this Agreement.
 7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge, discipline, or transfer employees.
 8. The creation, combination, modification or elimination of any position deemed advisable by the Board.
 9. The determination of the size of the work force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
 10. The determination of the layout and the equipment to be used and the right to plan, direct and control work schedules, and the workweek.

B. Subcontracting

The District shall provide written notice to the Association of the District's intent to consider subcontracting for services normally and customarily performed by classified bargaining unit members at least ninety (90) calendar days prior to any formal action by the Board to enter into any contract for such services. The Association shall have the opportunity to make recommendations regarding such action and/or bargain its impact.

At least two (2) weeks prior to the issuance of a Request for Proposal (RFP) to subcontract, the Association shall be afforded the opportunity to provide input on the contents of the RFP.

C. The District's needs for augmenting services within a classification shall be implemented only after:

1. Utilizing all personnel in the Association's specific classifications; and
2. The Association has been given thirty (30) days written notice of such need for augmentation and an opportunity to collaboratively make recommendations regarding such proposal and/or its impact. When unforeseen circumstances do not allow thirty (30) days prior notice, the District will provide the Association president or their designee with verbal notice to be followed by written notice within three (3) working days.

ARTICLE 3 FAIR SHARE

- A. Bargaining unit employees are not required to be members of the Association. The District agrees to deduct from the wages of all employees employed after July 1, 1975, who do not become members, the amount of the dues of the Association as provided by the "Fair Share Agreement" defined by ORS 243.650(10). Such money shall be forwarded to the State Office of the Oregon School Employees Association, or its designee in writing.

- B. Any individual bargaining unit employee objecting to payment of fair share based on bona fide religious tenets or teachings of the church or religious body of whom such employee is a member, will be required to inform the District and the Association of his or her objection. The employee will meet with their representative of the Association and establish a mutually satisfactory arrangement for contribution of an amount of money equivalent to the fair share contribution to a non-religious charity.

The Association shall hold the District harmless from all suits, judgments or other claims which may result from the application of this Article.

ARTICLE 4

ASSOCIATION PRIVILEGES RIGHTS AND RESPONSIBILITIES

- A. The Association shall represent classified employees within the bargaining unit equally and without discrimination.
- B. The Association or its committees may be allowed use of District facilities at no cost for meetings provided:
 - 1. Prior request is made through the building supervisor.
 - 2. No alcohol, controlled substances, tobacco or tobacco-related products are allowed **not to be used** on/in District (school owned) buildings, vehicles or grounds.
 - 3. OSEA Ashland Chapter #42 will be held responsible for full restitution in event of any damage to buildings, grounds or equipment.
 - 4. No outside use of cafeteria equipment while otherwise in use, unless used by cafeteria staff or under staff supervision. Such use must be approved by the Superintendent.
 - 5. Subject to use limitation due to fuel or energy shortage.
- C. The Association may be allowed use of such office equipment, including computers, as needed to provide duplicating and information to the bargaining unit employees provided:
 - 1. Equipment is available and not in use by the District.
 - 2. Equipment is not removed from the buildings.
 - 3. Association reimburses the District for any cost attributable to their use of supplies, or materials. Charges for equipment will depend upon the type of usage as determined by the Superintendent.
- D. The Association will be assigned existing bulletin board space at each worksite, in a location easily accessible to staff. Any additional bulletin board space will be subject to the Superintendent's approval as to placement and size, and cost will be borne by the Association.
- E. The District will provide the Association **Chapter** president with an alphabetical listing of all bargaining unit members including hire date, home and work phone numbers, home mailing address, birth date, classification, step placement, hourly rate, insurance stipend, number of working hours currently scheduled, job site, and the employee's status (temporary or permanent). Such listing will be provided during the month of October.
- F. Each month the District will provide the Association **and Chapter President**, in writing, a listing of new employees hired into the bargaining unit during the previous month. Such

listing will include hire date, home and work phone numbers, home mailing address, birth date, classification, step placement, hourly rate, number of working hours currently scheduled, job site, employee's status (temporary or permanent), and initial location assignment.

- G. The Association shall be allowed to use the District courier and District e-mail for the distribution of official notices and announcements.
- H. Whenever any representative of Chapter 42 or any bargaining unit employee participates during working hours in District scheduled investigatory meetings, disciplinary proceedings, grievance proceedings, or labor-management meetings, he/she shall suffer no loss in pay, nor shall the Association incur any cost for substitutes.
- I. Whenever any representative of Chapter 42 or any bargaining unit employee participates during work hours in jointly scheduled negotiations, he/she shall suffer no loss in pay, nor shall the Association incur any cost for substitutes for the first ~~thirty (30) days~~ **forty-five hours** of good faith negotiation sessions. For any negotiation sessions that occur after the ~~thirty (30)~~ **forty-five** hours the District and Association shall share the cost of substitutes equally.
- J. The Association President and his/her designee will be granted one (1) day of release time each month for Association-related activities during each fiscal year. Release time must receive prior approval from the representative's building principal or supervisor. The Association will reimburse the District for the cost of the substitute filling in for the absent representative.
- K. Contingent upon the daily needs of their buildings, employees shall be allowed to attend Association meetings during their working hours. Time missed shall be mutually rescheduled within the day with the supervisor prior to the leave. It is recognized that the security of the building and pre-scheduled events have priority. Supervisors reserve the right to determine how many employees may be gone at a time.
- L. An officer of OSEA Chapter 42 or their designee may meet with new employees at a mutually agreeable time during their new hire orientation to introduce new employees to the Union and the Union contract. This meeting shall not exceed one quarter (1/4) hour in duration, and shall be paid at the regular rate of pay.**

ARTICLE 7 5

VACANCIES, PROBATIONARY PERIOD, TEMPORARY POSITIONS, SUBSTITUTE POSITIONS, AND TRANSFERS

A. Vacancies in the Classified Service

The District recognizes that it is desirable to consider the interests, aspirations, and qualifications of its classified staff in making assignments. Therefore, the District ~~declares its support of giving strong consideration to its own classified staff when filling vacancies within the bargaining unit.~~ **will first seek to fill the vacancy with an in-District employee.**

When open positions are posted, whether temporary or probationary within the bargaining unit, the District will give first consideration to current classified bargaining unit employees. Such postings shall be placed on bulletin boards as specified in the contract, in major buildings and/or classified employee work places, on the District website, and on District-adopted online hiring sites as appropriate, for not less than seven (7) working days. Copies of the postings shall be provided to the Association president or designee when job postings are distributed. During the summer vacation period, such postings shall be emailed to the Association president or designee, posted at the District Office, posted on the website, and posted on District-adopted online hiring sites as appropriate.

Bargaining unit employees who have complied with the regular application procedures and meet minimum qualifications of the job description will be interviewed. ~~before any out-of-District applicants.~~ When two (2) or more in-District applicants for a vacant position are equally qualified to fill the position as determined by the District, District-wide seniority will be the basis for the assignment. Criteria to be used when determining qualifications shall include:

- Current job classification;
- Employee evaluations;
- Experience/knowledge/abilities **or would be able to learn the duties of the job within thirty (30) days.**

If there are no qualified internal applicants, the District will then seek out-of-District applicants.

If there is an urgent need to fill the position, the District may opt to fill the position with a temporary or substitute employee until a regular employee is hired.

Upon the employee's written request, he/she will receive a written explanation from the District of the reason why they were not selected. If no in-district applicants are considered to be qualified, the District may then interview out-of-district applicants.

B. Probationary Period

The parties recognize that the probationary period is an integral part of the employee

selection process.

Every employee hired into the bargaining unit shall serve a probationary period of six (6) months. However, the District may, at its discretion by written notice, extend ~~permanent~~ **regular** status to a new employee at the end of three (3) months of service. Probationary employees shall receive a performance review midway through the probationary period. Prior to the conclusion of the probationary period, a written evaluation will be placed in the employee's personnel file.

The Association recognizes that probationary employees serve at the discretion of the District; therefore, the District maintains the unrestricted right to terminate probationary employees.

C. Temporary Positions

A Temporary position is defined as a position with a beginning and ending date not to exceed one-hundred-twenty (120) workdays in a twelve (12) month period, commencing on the first day worked **July 1 through June 30** of each year. If a position extends beyond one-hundred-twenty (120) workdays, it shall ~~be considered~~ **become** a bargaining unit position.

Should the temporary employee be hired into the position, seniority shall be awarded as of the first day of work as a temporary employee.

D. Substitute

A substitute is an employee hired during the school year to replace a regular employee (full-time or part-time) who is on approved paid or unpaid leave. A substitute may not work in this capacity for more than twelve (12) months.

E. Transfers

A bargaining unit employee may accept a transfer to a temporary assignment or position. While in the temporary assignment or position, the regular employee will retain all rights and privileges provided in the bargaining Agreement with the exception of compensation and benefits which will be determined by the position. At such time as a temporary position becomes permanent, the regular employee will have the option to remain in the new position, with compensation and benefits as per the bargaining Agreement, or return to his/her previously held position.

F. Promotion

Bargaining unit employees promoted into a higher classification shall serve a trial period of three (3) months in the higher classification.

If an employee does not successfully complete his/her trial period, the employee shall be returned to his/her previous position or to a position in the same job classification in the District with the same number of hours.

When an employee is promoted to a position in a higher salary range, the employee shall be placed on a step which provides a salary increase equivalent to one (1) step on the salary schedule or to the first step of the higher salary range, whichever is greater.

Voluntary Demotion

An employee who voluntarily changes to a position in a lower salary range shall be placed on the step in accordance with Article 7, Section H.

Involuntary Demotion

An employee who involuntarily changes to a position in a lower salary range due to disciplinary action shall be placed on the same step as his/her previous job classification.

Reclassification

When the District reclassifies a position so as to place it in a higher salary range, the incumbent shall remain in that position provided he/she is qualified.

G. Working Out of Classification

When a bargaining unit employee is assigned to a position in a higher salary range for an extended period of time **four (4) or more working days**, the employee shall be paid at the lowest step of that salary range which provides a salary increase equal to at least one (1) step increase. This salary shall be instituted on the fourth (4th) working day of the assignment.

H. Placement on Schedule

New employees will be given credit for the amount of outside experience up to a maximum of three (3) steps on the classified salary schedule provided all employment verification has been received and verified by their first day of employment. If prior experience has not been received and verified, the employee will be placed on Step 1 of the classified salary schedule until the end of his/her probationary period. Exceptions to placement of new employees shall be at the discretion of the Superintendent and he/she will inform the Association President and Labor-Management.

I. Evaluations

Permanent classified bargaining unit employees will be evaluated at least every other year based upon their job performance as it relates to job description. Formal evaluations shall be completed by the employee's immediate management supervisor by May 31. A record of the evaluation will be placed in the employee's personnel file in conformance with Article 12.

J. Job Descriptions

The District agrees to notify the Association President in writing whenever a new classified

position is created. Job descriptions for newly created or reclassified positions shall be developed by the District in consultation with the Association. The District shall bargain the salary placement of the position with the Association.

K. Classification Review

~~During the 2015-2016 fiscal year, the District and Association will begin a job review of each classification, starting with the clerical classification. By the end of the contract (July 1, 2015 to June 30, 2018) all classified classifications will be reviewed.~~

ARTICLE 8-6 PERFORMANCE MANAGEMENT

The District will provide a work environment that fosters successful, productive employees through the establishment of an effective performance management process. This process is comprised of effective communication, establishing clear expectations, providing opportunities for employee development, and monitoring and evaluating performance.

- A. **No employee shall be disciplined without Just Cause and Progressive Discipline. The Discipline process shall consist of six (6) possible levels ranging from verbal notice/counseling to termination. Progressive discipline is not inflexible. A supervisor is not required to utilize all six (6) levels of discipline if the situation warrants a more severe level of discipline. Supervisors are required, however, once a level of discipline is utilized to adhere to the stated steps of that level. Unrelated violations by an employee may be considered cumulative for purposes of applying discipline when such prior violations have been appropriately documented by the supervisor.**

The goal of progressive discipline is to work collaboratively with the employee to develop steps to assist in improving performance. If and when performance concerns are identified, the supervisor/administrator will communicate with the employee at the earliest opportunity and discuss suggestions for performance improvement.

The supervisor/administrator will notify the employee of their right to **an Association Representative** representation during the progressive discipline process. All information forming the basis for disciplinary action will be made available to the employee.

<u>Progressive Discipline Steps for Classified Employees</u>	
<u>Discipline Level</u>	<u>Action</u>
<u>1.</u>	<u>Verbal Notice/Counseling</u>
<u>2.</u>	<u>Letter of Concern/Direction</u>
<u>3.</u>	<u>Letter of Reprimand</u>
<u>4.</u>	<u>Suspension/Demotion</u>
<u>5.</u>	<u>Last Chance Agreement</u>
<u>6</u>	<u>Termination</u>

The District may suspend an employee with pay (Administrative Leave) pending the outcome of an investigation into the employee's alleged misconduct.

If the problem is skill or knowledge based, the employee should be given a reasonable opportunity to gain the knowledge/skill.

If the problem is behavioral there is no need to give the employee time to improve, the supervisor may require the employee immediately cease and desist from engaging in the behavior. If the behavior is repeated, the supervisor may progress to the next level of discipline.

A. Progressive Discipline

~~Management will utilize the *Ashland School District Progressive Discipline Manual* as a procedural guide to administer fair and consistent processes when issues arise that may call for progressive discipline. **This document shall be posted on the District website.** All supervisors and administrators will participate in training to gain an understanding of the progressive discipline process and develop skills to consistently and fairly supervise employee behavior and performance.~~

~~The supervisor/administrator will notify the employee of their right to representation during the progressive discipline process. All information forming the basis for disciplinary action will be made available to the employee.~~

~~The goal of progressive discipline is to work collaboratively with the employee to develop steps to assist in improving performance. If and when performance concerns are identified, the supervisor/administrator will communicate with the employee at the earliest opportunity and discuss suggestions for performance improvement.~~

Process for Written Documentation:

1. The supervisor/administrator shall inform the employee when poor performance is observed, state performance expectations and cite specifics on improvement goals.
2. A written communication to the employee will follow, memorializing the conversation, and the employee will be given the opportunity to correct the deficiencies.
3. To formally clarify performance expectations and provide a guide for performance improvement, a “plan of assistance” may be initiated. The plan of assistance will include:
 - a. Specific performance expectations;
 - b. Timeline expected for correction of areas of concern or deficiencies;
 - c. Timeline for feedback from supervisor/administrator discussing progress achieved or continued areas of concern;
 - d. Resources available for assistance from the District/supervisor/administrator;
 - e. Reasonable time for improvement before considering disciplinary action; and
 - f. Appropriate consequences, should the deficiencies not be corrected to meet position standards and expectations.
4. If performance does not improve, the District may take disciplinary action up to and including dismissal.
5. Should the need for disciplinary action be identified, the supervisor/administrator will follow District progressive discipline procedures.
6. Dismissal, disciplinary suspension or disciplinary demotion of a permanent (non-probationary) employee will not be done without cause.

B. Misconduct

Progressive discipline is not an appropriate course of action for all circumstances. There may be occurrences of misconduct where immediate formal action is warranted.

Misconduct is an intentional or willful violation of a clear rule of the District of which the employee was aware, or which is obvious, such as the prohibition on theft or dishonesty.

When incidents of misconduct are suspected, a formal investigation of the incident or occurrences will be conducted.

1. The District shall notify the employee of their right to **have a representative from the Association** ~~representation~~ during this process. All information forming the basis for disciplinary action will be made available to the employee.
2. Dismissal, disciplinary suspension or disciplinary demotion of a **regular** ~~permanent~~ (non-probationary) employee will not be done without cause.

ARTICLE 9 7

WORKING CONDITIONS

- A. **Work Week:** The normal full-time workweek shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) eight (8) hour days unless otherwise assigned. To the extent consistent with the operational needs and requirements of the District, such workdays shall be consecutive as scheduled by the District. To the extent consistent with the operational needs and requirements of the District, the District will schedule work on a Monday through Friday basis. However, the workweek shall begin at 12:01 a.m. on Saturday and end on Friday at 12:00 midnight. The District reserves the sole discretion over operational needs and requirements and the pursuant scheduling of bargaining unit employees on other than a consecutive workday schedule or other than a Monday through Friday basis. Nothing in this Article or any part of the Agreement shall be construed as a guarantee of hours of work.

Meal and Rest Periods: A bargaining unit employee working five (5) or more hours per day shall receive an unpaid duty-free meal period of not less than thirty (30) minutes. If the employee is required to perform a task during the meal period, the employee will be compensated for all time worked during the meal period, and/or the entire meal period taken over. This section will not apply to employees assigned to a split shift. Employees shall be allowed a fifteen (15) minute paid rest period during each four (4) hour work period. Such rest period shall normally be provided near the middle of each four (4) hour shift. The immediate supervisor shall determine when the rest period is to be scheduled, and provide coverage if needed, and how many employees may be off at any one time.

Re-Employment Notification: School year employees will be notified by May 31 of their scheduled return date, unless unforeseen circumstances arise at which time employees will be notified as soon as possible.

Annual Job Information: The following information will be provided **via the employee portal** to all bargaining unit employees by September 30 of each year: Hourly/monthly/annual rate of pay, **a calendar of** total scheduled work days, total years worked in the District, total used/unused sick leave days and longevity status. **This information should be provided under one tab if possible.**

- B. **Non-Discrimination:** The District agrees that employees shall not be discriminated against by reason of race, color, creed, sex, sexual preference, national origin, political or religious affiliations, physical handicap, or activities associated with the employee's union.
- C. **Workplace Safety:** If an employee is aware of unsafe or unhealthy working conditions, he/she shall report such condition in writing to the District Safety Committee. (See Article 19 - Standing Committees).
- D. **Work Schedules:** Should a change in work schedule be required, employees will be given a minimum of ~~forty-eight (48) hours notice~~ **five (5) work days notice**. However, if the employee is available, the employee may begin the new schedule immediately.

E. **Emergency Closures:**

1. All twelve (12) month employees are expected to report to work on emergency closure days if it is safe to travel. **When the District closes due to inclement weather or other emergency condition, the District shall notify all employees of their work status via the local radio stations and the District website. Under emergency closure conditions, twelve (12) month employees will normally be expected to report to work, if, in the opinion of the Superintendent, it is deemed safe to do so. Work schedules may be changed to meet the needs of the District during emergency conditions. Non-essential employees, whose primary job duties can be performed at a different location other than their primary work site, may work from a different location with supervisor approval. Employees who are required to report to work prior to closure announcements shall be compensated for at least two (2) hours pay at their regular rate of pay or time worked, whichever is greater.**
2. Should **twelve (12) month** employees be unable to report, they may utilize accrued vacation, personal leave, **unpaid leave**, or compensatory time. If a twelve (12) month employee is ill on an emergency closure day, he/she may utilize accrued sick leave. If a twelve (12) month employee is on pre-approved leave, he/she will not be required to report to work on emergency closure days.
3. All twelve (12) month employees, as well as those employees working fewer than twelve (12) months specifically designated by the District, who work on an emergency closure day **from their customary worksite** shall be compensated at one and one-half (1½) times their regular hourly rate of pay for the first three (3) days of emergency closure per fiscal year. **Employees who are able to complete part or all of their work off-site shall be paid at their regular rate of pay.**
4. On emergency closure days, employees working fewer than twelve (12) months shall not report to work, except as provided for in Sections 2 and **4 3**. All employees working fewer than twelve (12) months shall make up at least the first three (3) days of emergency closure at their regular rate of pay per fiscal year.
5. Should additional employees be needed during emergency closure days, less than twelve (12) month employees may be called in to work on a voluntary basis. Such employees shall be compensated at one and one-half (1½) times their regular hourly rate of pay for up to three (3) days of emergency closure per fiscal year. In addition, such employees shall be expected to report to work on makeup days.
6. Should employees report to work and an emergency closure occurs, the District agrees to compensate those employees a minimum of two (2) hours at the employee's regular rate of pay. An employee will not be paid if the District gave reasonable notice of the emergency closure by radio, television, telephone, or electronically beforehand.
7. Should it become necessary to maintain emergency closure status in the district after

three (3) days of emergency closure in a fiscal year, the Superintendent shall meet with the Association and other district stakeholders as deemed necessary to develop an appropriate response plan to address staffing needs and compensation.

7. ~~If an employee determines it is unsafe to report to work, the District has the option of providing transportation to and from work for the employee. An employee is not required to use District-provided transportation, and will have the option of utilizing accrued vacation, personal leave, compensatory time, or sick leave (if ill).~~

ARTICLE 10 8
OVERTIME, COMPENSATORY TIME,
CALL-BACK TIME, EXTRA DUTY COMPENSATION

A. Overtime

1. Bargaining unit employees shall be compensated at the rate of time and one-half (1½) in the form of pay or compensatory time off at the discretion of the District for overtime work in excess of eight (8) hours per day or forty (40) hours in any designated workweek. For the purpose of computing overtime, all time for which an employee is compensated, including paid leave, shall be credited as time worked.
2. Overtime shall be computed to the nearest quarter (.25) hour. Overtime pay shall be based on the actual number of hours on duty, except in the case of call back time.
3. In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the District, shall be required to work overtime.
4. Overtime is to be approved by the supervisor in advance. In the event of an emergency, approval may be given after the fact.

B. Compensatory Time

1. Compensatory time off must be taken within the work year in which it is earned. If the District is unable to schedule such compensatory time off within this period, the employee shall be paid upon request in his/her regular pay period. When comp time is earned as overtime, it will be compensated at the rate of time and one-half (1½).
2. Accrual and use of compensatory time are to be approved by the supervisor in advance. In the event of an emergency, approval to accrue compensatory time may be given after the fact.
3. Employees must be permitted to use accrued compensatory time within a reasonable period after requesting time off, unless it would unduly disrupt the operations of the District.
4. If employees have not been able to use their accrued compensatory time by June 30 of each year, they will have that time paid by the District in their last payroll check of the fiscal year, unless prior arrangements have been made to accrue the time.
5. An employee may accrue up to a maximum of forty (40) hours compensatory time.

C. Call-Back Time

1. When a bargaining unit employee is called back to work, a minimum of two (2) hours paid time will be guaranteed.

D. Extra Duty Compensation

1. The parties agree that the following conditions will be applied to the hiring and paying of bargaining unit employees who work at athletic and/or other extra-curricular functions. Examples of assignments include but are not limited to ticket takers, gatekeepers, scorekeepers, running game clocks, student supervision, security, dance chaperones, etc.
 - a. Classified employees do not qualify for overtime pay when working such assignments as described above because these assignments are considered occasional or sporadic, and are in a different capacity, as defined by the Fair Labor Standards Act.
 - b. Classified employees hired for extra duty assignments as described above shall be paid an hourly rate of ~~twelve dollars (\$12.00)~~ **thirteen dollars (\$13.00)**. In no case will classified employees be paid less than other employees for these same duties.
2. Extra Duty coaching assignments will be offered to licensed employees first, and then to classified employees under the following conditions:
 - a. Coaching assignments should not regularly interfere with an employee's regular work duties.
 - b. Coaching assignments are routine in nature and are, therefore, subject to overtime which is defined as work in excess of forty (40) hours in any designated work week, including holiday time.
 - c. The rate of pay for Extra Duty coaching assignments shall be at the discretion of the District, based on applicable wage and hour laws.

ARTICLE 11 9

LAYOFF AND RE-EMPLOYMENT

A. Pending Layoff Action

The District will notify the Association in writing, thirty (30) working days prior to pending layoff actions that will affect employees within the bargaining unit. The Association's representatives and District representatives will meet during the thirty (30) working day period to discuss alternatives to the layoff of employees in the bargaining unit. The purpose of such consultation shall be for the Association to offer alternative solutions and/or ensure the proper contractual implementation of such reductions. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day waiting period.

B. Layoffs

1. Whenever the District determines a need exists to reduce District staffing, the District may lay off bargaining unit employees based on seniority.
2. Layoffs shall be made in reverse order of seniority. The date of hire will determine seniority. EXAMPLE: The least senior employee in a classification shall be laid off first.
3. Seniority shall be defined as the length of continuous classified service, inclusive of approved leaves, within the District since the last date of hire. In the event that the seniority is the same, determination shall be by lot **at the beginning of employment.**
4. No permanent bargaining unit employees shall be laid off within a job classification until all retirees (1039), probationary, substitute, and temporary employees in such classification have been released.

C. Re-Employment

No new permanent bargaining unit employees will be hired into classifications from which employees are laid off. Bargaining unit employees on the Layoff Re-Employment List will be offered available temporary positions. Refusal of such offer will not constitute removal from the Layoff Re-Employment List.

D. Layoff Rules

1. If the District determines the need for reduction in its work force, a written notice of not less than thirty (30) calendar days prior to the last day of work shall be provided to the Association and to the bargaining unit employees to be laid off. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day waiting period.
2. The notice shall contain the effective date of layoff, displacement rights, if any, and re-employment rights. Bargaining unit employees who have been laid off shall be

placed on a re-employment list for a period of twenty-seven (27) months.

3. Offers of re-employment shall be made in reverse order of layoff as openings occur for which they meet qualifications within their former classifications.
4. Bargaining unit employees scheduled for layoff may bump into any equal or lower classification in which they held permanent status provided they are more senior than the employee being bumped and are qualified to perform the current duties/responsibilities of the equal or lower classification as required.

Example: Employee A has two (2) years seniority as a Secretary II and is laid off from the classification. That employee previously held permanent status as a Secretary 1 and was in the classification for five (5) years. Employee A bumps into a Secretary 1 classification. The employee's DISTRICT seniority as a Secretary 1 would be seven (7) years. Such combining would continue each time an employee is bumped into an additional equal or lower classification for which the employee is eligible.

5. Individuals on a Layoff Re-Employment list shall be notified in writing, sent by certified mail, return receipt requested, of an offer of re-employment and will have ten (10) working days to respond.
6. Failure to respond within the time specified or a refusal of comparable employment would cause the individual's name to be permanently removed from the re-employment list. Comparable employment shall be equal to 100% of the compensation level (including benefits) of the previous assignment prior to layoff.
7. An employee who is laid off and subsequently re-employed shall retain the seniority earned prior to the effective date of the layoff.
8. The District reserves the right to retain less senior employees where there are operational needs for special skills. Special skills will be mutually agreed upon by the District and the Association, on a case by case basis, at the time the operational need is identified.

E. Reduction of Hours

1. Whenever the District determines a need exists to reduce ~~work hours~~, **hours of work by more than one (1) hour**, which will affect bargaining unit employees, the District agrees to notify the Association, in writing, of such pending actions. The District will consult with the Association for a maximum of thirty (30) working days. The purpose of such consultation shall be for the Association to offer alternative solutions and/or ensure the proper contractual implementation of such reductions. In unusual circumstances, both parties may mutually agree to waive the thirty (30) day consultation period.
2. After consultation with the Association, the District may implement a reduction in hours. In that event, affected bargaining unit employees will first be ranked in order of seniority. In order of seniority, and to the greatest extent possible, the District shall

accommodate the preferences of any employee who may be transferred or reassigned in connection with a reduction in hours. Those preferences will be supplied to the District by means of a form mutually developed by the District and the Association to be completed by the affected employees. If the employee's preferences cannot be met, the District may implement an involuntary transfer for that employee.

The Association shall be entitled to have a designated representative at any meetings held regarding the implementation of reduction in hours. Such meetings shall be scheduled in a timely fashion at a mutually agreed upon time.

3. Bargaining unit employees who have had their hours reduced **by more than one (1) hour** shall be placed on the Reduction In Hours Re-Employment List for a period of twenty-seven (27) months. When the District determines that increased hours become available, bargaining unit employees shall be offered by seniority, the opportunity to regain the hours that have been previously reduced, provided that the new assignment does not interfere with their current duties.

ARTICLE 12 10

PERSONNEL RECORDS

The official personnel record for every classified employee is maintained at the District Office. The personnel file shall contain records relevant to the employee's employment and shall be the sole repository of such materials. Working files may be maintained at the work location but are not considered to be an official record.

- A. The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by that supervisor that the employee has been shown the material and refused to sign or initial such information. The employee has the right to attach a statement to any information he/she considers to be incorrect or derogatory. Information not in compliance with this section shall not be used in any proceedings adverse to the employee.

- B. An employee may request permission to view his/her personnel file upon notice to the Superintendent or the Director of Human Resources. An employee may provide the Association with permission to access his/her personnel file. At no time shall the employee remove material from his/her file. The employee may request that certain documents be removed from his/her file and destroyed. Said documents will be reviewed by the Superintendent or his/her representative and if, in the opinion of the District, such material is irrelevant to the employment and the work of the employee, such documents will be withdrawn from the file and destroyed.

ARTICLE ~~13~~ 11

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, a resolution to the grievance caused from the interpretation or application of this Agreement. The proceedings will be kept confidential and as informal as appropriate at any level of the procedure.

B. Definitions:

1. Grievance: A claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Grievant: An employee, group of employees, a job classification, or the Association.
3. Days: Regular District business days.
4. Representative: One who may speak for and/or advise the grievant.
5. Immediate supervisor: One who has direct administrative or supervisory responsibilities over the grievant.
6. Worksite Level: A grievance that originates at the worksite or department level.
7. District Level: A grievance that does not originate at the worksite or department level.

C. Grievance Guidelines

1. The grievant must be present or represented at all steps of the procedure. The grievant may be represented by a person or persons of their choice at any step of the grievance procedure. Should the grievant choose to represent himself/herself, the following requirements shall apply:
 - a. Any employee covered by this Agreement may file a grievance directly and have such grievance adjusted without intervention by the Association, as long as the adjustment is made prior to arbitration and is not inconsistent with the terms of this Agreement. **The employee shall provide to the Association any copies of the grievance form and any responses by the District, with all accompanying documentation.**
 - b. ~~The Association shall be provided copies of any grievances filed by employees directly and any responses by the District, with all accompanying documentation.~~

- c. Prior to any grievance adjustment, the Association shall be provided with a copy of the proposed resolution for review and be given five (5) days to respond.
 - d. The Association shall be given the opportunity to be present at the adjustment, pursuant to ORS 663.015.
 - e. The Association has the sole authority to appeal a grievance to arbitration.
2. The number of days indicated at each level shall be considered maximum.
 3. The time limits may be extended by mutual consent in writing by the parties involved at any level.
 4. A grievance shall be considered resolved at any level when the grievant fails to request further consideration of his/her grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision of a grievance in writing within the specified time limits shall permit the grievant to proceed to the next level.
 5. Each grievance shall be initiated within ten (10) working days after the occurrence of the cause of the complaint. However, if the grievant did not become aware of the occurrence until a later date, he/she must then initiate action within ten (10) working days following his/her first knowledge of the cause. In failing to thus initiate action, he/she shall be considered to have abandoned the grievance.

D. Levels of Grievance Procedure (See chart in Appendix B)

1. Level 1 – Informal

Any grievance arising out of the interpretation of the terms of this Agreement shall first be discussed informally with the objective of solving the matter at the lowest possible level. In the case of a grievance that originates at the worksite level, the grievant shall meet with his/her immediate supervisor. In the case of a grievance that originates at the District level, the grievant shall meet with the Director of Human Resources. This informal level meeting shall occur within ten (10) working days of the grievant's knowledge of the violation. The grievant may be accompanied by an Association representative at this meeting. The grievant shall specify the relief or remedy sought at this level. The immediate supervisor or Director of Human Resources shall communicate his/her decision within five (5) working days to the grievant with a copy to the Association. The Association shall be allowed to exhaust informal discussions before the filing of any formal grievance without affecting grievance timelines.

2. Level 2 - Formal

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, he/she may file a written grievance with his/her immediate supervisor (worksite level) or the Director of Human Resources

ithin ten (10) working days following the decision at Level 1. This grievance shall be in writing and shall set forth the grounds upon which the grievance is based, the contract clauses involved and the remedy requested, **and the reason the remedy at Level I was unacceptable. The Level 2 Formal Grievance meeting shall take place within ten (10) working days from the date the Director of Human Resources receives the grievance.** The immediate supervisor or the Director of Human Resources shall communicate **in writing** his/her decision in writing within ~~five (5)~~ **ten (10)** working days **following the grievance meeting** to the grievant, with a copy to the Association.

3. Level 3

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may appeal the decision to the Superintendent or his/her designee within ten (10) working days of receipt of the decision rendered at Level 2. **This grievance request shall be in writing and shall set forth the grounds upon which the grievance is based, the contract clause(s) involved, the remedy requested, and the reason the remedy at Level II was unacceptable. The Level 3 grievance meeting shall take place within ten (10) working days from the date the Superintendent or designee received the written grievance request.** The Superintendent or his/her designee shall review the appeal **communicate in writing his/her decision** within ten (10) working days of his/her receipt of the appeal **the Level 3 meeting**. The Superintendent, at his/her option, may schedule a hearing on the matter. If so, written notice of the time and place of the hearing shall be provided to the grievant and the Association at least five (5) working days prior to the hearing. Attendance at the appeal hearing shall be restricted to the grievant, his/her designated representatives and relevant witnesses. Within five (5) ~~ten (10)~~ working days of the hearing or review, the Superintendent shall communicate to the grievant and the Association his/her written decision which shall include supporting reasons therefore.

4. Level 4

If the grievant is not satisfied with the disposition of his/her grievance at Level 3, he/she may appeal the decision to the School Board within ten (10) working days of receipt of the decision rendered at Level 3. The School Board shall schedule a grievance hearing at their next scheduled meeting. Written notice of the time and place of the hearing shall be provided to the grievant and the Association at least five (5) ~~ten (10)~~ working days prior to the hearing. Attendance at the appeal hearing shall be restricted to the grievant, his/her designated representatives and relevant witnesses. Within five (5) ~~ten (10)~~ working days of the hearing, the School Board shall communicate to the grievant and the Association their written decision which shall include supporting reasons therefore.

5. Level 5

a. If the grievant is not satisfied with the School Board's decision, the Association may appeal the decision to arbitration within ten (10) working days.

- b. Within ten (10) working days of filing the appeal, the Association shall request from the Employment Relations Board a list of five arbitrators. The selection of the arbitrator shall be in accordance with ERB procedures.
- c.** **The parties and the arbitrator shall follow the rules provided by the American Arbitration Association.**
- ed.** The decision of the arbitrator shall be rendered within thirty (30) days and be binding on all parties involved.
- d.e.** Any costs of arbitration shall be shared equally by the Association and the District.

ARTICLE 14 12 COMPENSATION

A. Employees shall be paid in accordance with the attached salary schedules.

For ~~2015-2016~~ **2018-2019, fifty cents (\$.50) shall be added to each step on the** classified salary schedule, **and then the salary schedule** shall be increased by ~~2%~~ **5%**. and ~~E~~eligible employees shall receive normal step advancement.

For 2019-2020, fifty cents (\$.50) shall be added to each step on the the classified salary schedule, **and then the salary schedule** shall be increased by **5%**. and ~~E~~eligible employees shall receive normal step advancement.

For 2020-2021, fifty cents (\$.50) shall be added to each step on the the classified salary schedule, **and then the salary schedule** shall be increased by **5%**. and ~~E~~eligible employees shall receive normal step advancement.

~~In 2016, the parties will re-open this Agreement for negotiation of compensation for the contract year 2016-2017.~~

~~In 2017, the parties will re-open this Agreement for negotiation of compensation for contract year 2017-2018.~~

B. Funding

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures, adequate sources of revenue and, in certain circumstances, by a vote of the citizens.

The parties recognize that revenue needed to fund the compensation provided by this Agreement is contingent upon the state funding and distribution formula, plus other District revenues as allowed and provided for by law. The District agrees to budget annually the full amount necessary to fund this Agreement. In the event the District, through no fault of its own, is unable to meet the financial obligations set forth herein during the life of this Agreement, the parties may re-open this Agreement to negotiate wages and/or hours. It would be the goal of these negotiations to find creative solutions to revenue shortfalls prior to reducing wages or laying-off any bargaining unit member.

If the District should receive significantly increased funds, the District shall bargain with the Association in prioritizing the funds. "Significant increase" shall be defined as any unanticipated general fund revenue received by the District in excess of 10%.

C. Longevity

~~Employees who have completed eight (8) years of continuous service within the District~~

~~become eligible for longevity pay. Longevity pay will be included in the employee's hourly wage rate and computed in the following manner: A schedule will be created for all employees eligible for longevity and on step 8. Year one will be calculated using the following formula: years of service beyond seven x .0076 = increase times hourly rate. Each additional year will be increased by .74%. See schedule in Appendix C-2.~~

The anniversary date of longevity pay will be July 1 of each year with credit being granted for service performed prior to January 1 of the previous school year.

Employees that qualify for longevity pay and are employed in December also receive a \$100 bonus in their December paycheck.

Beginning with the employee's ninth consecutive year of service, and each following year, thirty-five cents (\$.35) shall be added to the employees rate of pay.

D. Public Employees Retirement System

The District shall assume and pay a 6% average monthly employee contribution to the Public Employees Retirement Fund for the bargaining unit members participating in P.E.R.S. Such District contributions to P.E.R.S. shall continue for the term of this Agreement.

~~**E. If during the length of this agreement the District reach a signed agreement with the certified bargaining unit that results in a higher wage increase than provided to the members covered under this agreemet, the District agrees to adjust the wages to an equivalent amount.**~~

ARTICLE ~~15~~ 13 HOLIDAYS

- A. Twelve month bargaining unit employees will receive the following ten (10) paid holidays per year:

INDEPENDENCE DAY

NEW YEARS DAY

MARTIN LUTHER KING'S BIRTHDAY

LABOR DAY

PRESIDENTS DAY

VETERANS DAY

MEMORIAL DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

Day prior to or following CHRISTMAS (at District's discretion)

- B. All bargaining unit employees with a work calendar of nine (9) full months or more, September through June, but less than twelve (12) full months, on a regular basis, will receive paid holidays prorated according to the time worked. The following holidays shall apply if they fall within the employee's scheduled work periods:

LABOR DAY

NEW YEARS DAY

MARTIN LUTHER KING'S BIRTHDAY

VETERANS DAY

PRESIDENTS DAY

THANKSGIVING DAY

MEMORIAL DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

- C. In order to be eligible for paid holidays, the employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, or have been on authorized leave with pay. **Employees shall be paid based on their scheduled hours, not their FTE.**

- D. An employee who is assigned to work on a holiday will be paid one and one-half (1½) times his/her regular rate of pay in addition to his/her regular holiday pay. The District shall guarantee a minimum of two (2) hours at time and one-half pay.

ARTICLE 16 ~~14~~ LEAVES

Leaves in this Article shall be available to all bargaining unit employees unless otherwise identified in the Article. **All leave requests shall be either approved or denied within two (2) weeks of submission if possible. If there is no response by the employee's supervisor after two (2) weeks, the leave shall be deemed approved.**

Supervisors will be responsible for scheduling leaves and will facilitate communication with employees to maintain consistency and to ensure clear understanding of scheduling procedures and options available to employees.

A. Vacation

Bargaining unit employees who work on a twelve (12)-month calendar will be eligible to receive paid vacation. Bargaining unit employees who work less than twelve (12) months per year (i.e., 10 months) do not earn paid vacation.

The District will consider the preference of the employee in the scheduling of vacation leave.

Vacation Accrual

Paid vacation leave shall accrue on the following basis for full-time employees who work a twelve (12)-month calendar:

<u>Service Time</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Less than 1 year	8 days (64 hours)	8 days (64 hours)
1 - 5 years	10 days (80 hours)	16 days (128 hours)
6 -10 years	12 days (96 hours)	19 days (152 hours)
11-15 years	15 days (120 hours)	24 days (192 hours)
16-20 years	17 days (136 hours)	27 days (216 hours)
21 years & over	20 days (160 Hours)	32 days (256 Hours)

1. Employees working a twelve (12)-month calendar who work less than eight (8) hours per day will accrue vacation leave in direct proportion to full-time equivalency. A "day" equals their daily ~~contracted~~ **scheduled** work hours.
2. Vacation leave will accrue on a monthly basis using July 1 as the annual accrual date.
3. Vacation leave shall not exceed the maximum accrual at the end of any pay period. Once an employee has reached the maximum accrual they will not accrue additional vacation until the balance falls below the maximum. Employees are encouraged to proactively schedule vacation with their supervisors in order to avoid this occurrence.

4. A new employee must successfully complete his/her six (6)-month probationary period before he/she may use accrued vacation leave. At the completion of the probationary period, the employee will be credited with vacation accrual.
5. Employees are encouraged to take their vacation in full week or full day increments but may use accrued vacation in one-hour increments.
6. Vacation leave shall accrue during any paid leave of absence.
7. Upon termination of employment, an employee shall be paid for accrued unused vacation, providing the six (6)-month probationary period is completed.

Vacation Selection

Schedules for vacations shall be coordinated and approved by the supervisor, based on efficient operation of the District. Supervisors will encourage employees to utilize accrued vacation in order to maintain a positive and healthy workforce.

When two or more employees simultaneously request the same vacation dates, the request from the employee with the highest seniority will be considered first. When vacation has been approved for an employee and an employee with higher seniority subsequently applies for the same vacation dates, the request of the employee with higher seniority shall not supersede the first employee's request. Vacation requests that have been denied by the supervisor may be appealed to the Director of Human Resources.

B. Sick Leave

Sick leave or absence with pay due to illness or injury shall be granted to school employees to protect the health and welfare of both employees and students. Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health.

When possible, employees should notify supervisors of prearranged medical procedures at least five (5) working days in advance.

Sick Leave Accrual

Bargaining unit employees will accrue sick leave at the rate of one day for each full calendar month of service completed. Ten (10)-month employees will be eligible for ten (10) days of accrual annually. There is no maximum accrual for sick leave. It will remain available to the employee while they are employed by the District.

1. Unused sick leave shall not be compensated for in any way at the time of termination of employment except as stated in Article 18 of this Agreement; Supplemental Retirement.

2. An employee may utilize unused sick leave accrual upon retirement in accordance with benefits provided by PERS and appropriate legislation.
3. A new employee may elect to transfer unused sick leave from a former Oregon District in accordance with ORS 332.507(4).

Sick Leave Utilization

Bargaining unit employees may utilize their allowance of sick leave:

1. When unable to perform work duties by reason of illness or injury;
2. For serious illness in the immediate family;
3. For necessary personal medical, dental care, or vision care;
4. Exposure to contagious disease under circumstances by which the health of students, fellow employees or the public would be potentially affected by attendance of the employee; and
5. Under the Federal and State Medical Leave Acts (FMLA and OFLA)
Employees may use sick leave in minimum fifteen (15)-minute increments.

Sick leave for duration of more than five (5) consecutive works days may require a certificate from the employee's attending physician or health practitioner that the employee is able to return to work, or that the illness or injury prevents the school employee from working.

New employees in probationary status will be permitted to use accrued sick leave during their probationary period.

Immediate Family

Immediate family is defined as: ~~any member of the employee's or spouse's or co-habiting partner's immediate family. Immediate family includes spouse or co-habiting partner, parents, children, stepchildren, grandchildren, brothers, sisters, stepbrothers, stepsisters and grandparents.~~ **Spouse, same gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same gender domestic partners child, parent, adoptive parent, step-parent, foster parent, parent-in-law, same gender domestic partner's parent, grandparent, grandchild, siblings, step-siblings or any other person with whom the employee has or had an in loco parentis relationship.**

Leave Without Pay/Layoff

Sick leave shall not accrue during any period of leave of absence without pay or layoff; however, the returning employee shall have the previously accrued sick leave restored upon return to employment from such approved period of leave.

C. Paid Family Sick Leave

Bargaining unit employees shall receive up to three (3) days leave per year with pay for the illness of an immediate family member. Paid Family Sick Leave will accrue on July 1st each year and will expire on June 30th.

Employees in a probationary status will not be permitted to use Paid Family Sick Leave until they have successfully completed ~~the six (6) month probationary period~~ **ninety (90) days of work**. Accrued paid family sick leave will be credited to the employee upon successful completion of the ~~probationary period~~: **ninety (90 days)**.

D. Unpaid Family Sick Leave

Unpaid Family Sick Leave shall be granted in accordance with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).

E. Sick Leave Bank

Once per year, employees may donate up to 16 hours of their sick leave to a pool to be used to extend the paid leave time for eligible employees experiencing a extraordinary illness or injury. This Sick Leave Bank shall be capped at one hundred (100) days or eight hundred (800) hours. Donated days shall be assigned by the criteria established and agreed to by the Labor Management team.

~~**Purpose: The purpose of the Sick Leave Bank (SLB) is to extend to eligible employees additional sick leave days should they suffer a serious personal injury or illness that causes them to exhaust all accumulated paid leave.**~~

~~**Eligible Employees: Employees eligible for participation in the SLB must be actively employed members of the classified bargaining unit who have completed the probationary period. Only employees classified as regular employees are eligible to participate in the SLB. Exclusions from eligibility under this paragraph include, but are not limited to, administrators, supervisors, licensed employees, confidential employees, substitutes and temporary employees pursuant to Article 1.**~~

~~**Membership: Members of the SLB are eligible employees who have voluntarily elected to join by signing the required form and contributing accrued, unused Sick leave as provided below. Membership in the SLB may be voluntarily terminated by submitting written notice to the Human Resources Department. members who leave District employment are automatically terminated from membership in the SLB. All sick leave contributed to the SLB will remain in the SLB upon termination from membership in the SLB. An employee who has voluntarily terminated membership in the SLB will not be eligible for membership for twelve (12) months from the date of termination. After twelve (12) months they may renew membership in accordance with the enrollment procedure**~~

outlined below.

~~Enrollment procedure: Eligible full-time employees working eight (8) hours per day or forty (40) hours per week who desire to become members may do so by contributing up to the equivalent of two (2) workdays or sixteen (16) hours of accrued, unused sick leave and signing the District's application form signifying voluntary membership within thirty (30) calendar days of the effective date of this agreement. Eligible employees working less than eight (8) hours per day or forty (40) hours per week may contribute up to the equivalent of two (2) work days to join and follow the same procedure detailed above. (Example: An employee working four (4) hours per day or twenty (20) hours per week may contribute up to eight (8) hours of accrued unused sick leave to join.)~~

~~Thereafter, eligible employees may elect to become members in the SLB during the month of May each year by completing the enrollment procedure.~~

~~An employee must have at least two (2) sick leave days remaining in order to enroll.~~

~~Sick leave contributed to the SLB will be regarded as if it had been used by the employee for sick leave. Employees understand that sick leave contributed to the SLB is no longer credited to the employee's District sick leave account and, specifically, will not be reported to the Public Employee Retirement System (PERS) as accrued, unused sick leave.~~

~~Access to the Sick Leave Bank: Eligible employees may request sick leave from the SLB if they meet all of the following criteria:~~

- ~~• The member has exhausted all other forms of paid sick leave, personal leave, personal emergency leave, and vacation time~~
- ~~• The member has not previously accessed the SLB during the current calendar year; subject to review in cases of extreme hardship.~~
- ~~• The member has experienced a serious personal physical illness, injury, or disability that prevents performance of the essential functions of the work assignment for the foreseeable future.~~
- ~~• The member submits the required form and attaches a doctor's written statement certifying personal physical illness, injury or disability.~~

~~The maximum number of days that may be requested by a member shall be the equivalent of twenty (20) workdays; the minimum shall be the equivalent of five (5) workdays. These days shall be applied starting on the first day following the exhaustion of all accumulated paid and unpaid leaves.~~

~~Oversight: Requests that meet the access criteria will be forwarded to the SLB committee (SLBC) for review and decision making. The SLBC will be made up of three (3) Association members who will review and act on requests. SLBC~~

~~may approve, deny, or modify the request after consensus has been reached. If the committee fails to reach consensus, the Chapter Executive Board shall review the information and make the final decision regarding the request. The decision shall be final and not subject to the grievance procedure pursuant to Article 13. The District will maintain the SLB records and provide a bi-annual report to the SLBC.~~

~~SLBC will review the available sick leave bank balance on a bi-annual basis to determine the need for additional member contributions. Additional member contributions will be limited to one (1) occurrence per calendar year.~~

~~The SLBC will retain the right to terminate membership in the SLB and/or obtain financial reimbursement from a member in the event of sick leave bank fraud or misuse.~~

~~Any time remaining in the SLB on June 30th of each fiscal year will automatically roll into to the next fiscal year to begin the SLB balance. The SLBC will review the accumulated balances the beginning of the year to determine whether there needs to be a sick leave contribution for the new fiscal year by current bank members.~~

Personal leave

Bargaining unit employees are provided with three (3) days of paid personal leave to care for matters of a personal or business nature which cannot be done other than during working hours.

When possible, personal leave should be requested at least five (5) working days in advance of the time off. The supervisor/administrator should approve or deny such requests within two (2) working days of receipt of the request. Involuntary absences occasioned by personal business of an emergency nature may be excused if application is made within five (5) working days upon return to work.

1. Personal Leave may not be used to serve as a witness against the District.
2. After completion of the probationary period, Personal Leave will be prorated for the remainder of the first year based on the three (3) days allowed per school year.
3. Employees are encouraged to take Personal Leave in full day or half-day increments but may take leave in minimum ~~fifteen (15) minute~~ **one (1) hour** increments. **Exceptions will be made for employees with less than one (1) hour left in their shift.**
4. Unused Personal Leave is not cumulative from one (1) year to the next and is automatically canceled upon termination of employment.

5. Request for Personal Leave shall be submitted **employee portal on the District website.** ~~on the appropriate District form.~~
6. Personal Leave shall be coordinated and approved by the supervisor, based on efficient operation of the District/worksite. When two or more employees request the same Personal Leave date(s), consideration shall be made on a first-come, first-served basis.
7. At the end of the fiscal year, the District will pay each eligible classified employee working for unused personal days, according to the chart below. The number of unused personal days and the amount paid will be adjusted proportionally for employees by FTE. Payment will be no later than the August payroll.

% of allowed personal days not used	Unused personal days, based on 1.0 FTE	Amount paid, based on .50 to 1.0 FTE	Amount paid, based on .49 FTE or less
100%	3	\$150	\$100
67% - 99%	2 – 2.99	\$75	\$60
33% - 66%	1 – 1.99	\$25	\$20
Less than 33%	0 – 0.99	\$0	\$0

~~Personal Leave language is part of the financial package and will be evaluated at the end of the 15/16 year as part of the overall compensation package.~~

F. Bereavement Leave

Up to three (3) days leave with pay shall be authorized in the event of death **Spouse, same gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same gender domestic partners child, parent, adoptive parent, step-parent, foster parent, parent-in-law, same gender domestic partner’s parent, grandparent, grandchild, sibling or step-sibling or any other person with whom the employee has or had an in loco parentis relationship or lived in the employees home.**

~~of any member of the employee's or spouse's or co-habiting partner's immediate family, Immediate family includes spouse or co-habiting partner, parents, children, stepchildren, grandchildren, brothers, sisters, stepbrothers, stepsisters, and grandparents.~~

1. Bereavement leave may be used in half-day increments.
2. Upon request, two (2) additional paid bereavement days may be authorized.
3. Any requested time off in excess of five (5) days will be deducted from accrued sick

leave or other paid leave.

4. The employee will make a reasonable effort to notify the supervisor of the need for the additional time in advance of the absence, when possible.
5. Requests for bereavement leave to attend the funeral of someone not defined in this section may be granted at the discretion of the Superintendent.
6. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.
7. The definition of “family members” under OFLA is different than the definition of “immediate family” under this section. The additional leave provided under OFLA will only apply to family members defined under the law.

G. Jury Duty **Legal Leave**

Bargaining unit employees will be granted leave with pay for jury service. Employees on jury duty should advise the court that they are on paid leave from their employer and should receive no compensation from the court.

Upon being excused from jury service during any day, an employee will immediately contact his/her supervisor and advise the supervisor of his/her availability to return to work.

Employees who are subpoenaed regarding school related business, shall receive their regular wage while officially attending to District legal matters.

1. This provision excludes any court appearance when an employee is the litigant in a case brought against the District or related to a personal legal/litigation matter. Employees may use personal leave, accrued leave, or accrued compensatory time for all personal legal matters.

H. Unpaid Leave

At the District’s discretion, unpaid leaves of up to twelve (12) months may be allowed. Requests for an unpaid leave will be made in writing and will state the reason for the request. An employee must exhaust all applicable paid leave prior to requesting unpaid leave, which may or may not be granted by the supervisor. An employee may request additional unpaid **leave**.

Denial of an unpaid leave may be appealed to the Board. The Board’s decision will be final.

Upon returning to the District following an unpaid leave, the employee will be placed in a position in the same classification with the same hours and on the same step on the salary schedule.

An employee on unpaid leave is subject to the terms and conditions of employment as stated in this Agreement. An unpaid leave may result in the employee assuming the cost of his/her insurance premium.

I. Parental Leave

Parental Leave shall be granted in accordance with Oregon Statutes ORS 659.360-659.370.

J. Professional Leave

The Superintendent may authorize absences of bargaining unit employees for professional purposes with full pay for such events as occasional visiting of other school systems, active participation by Ashland employees in professional programs, other professional opportunities which will be likely to extend the outlook and improve the service of the employee, and benefit the District.

Bargaining unit employees are to be encouraged to participate in professional events that may provide professional development as agreed upon by the employee and his/her supervisor.

1. The employee will make a written request to the Superintendent for the authorization at least ten (10) working days in advance of the event.
2. The language in Article 21 relating to District travel, meals, and lodging will apply to authorized professional leave as appropriate.

K. Additional Leave

At his/her discretion, the Superintendent may authorize paid leave under conditions of emergency, hardship, or benefit to the District.

ARTICLE 17 15 INSURANCE

The Ashland School District is self-insured and provides employees with comprehensive medical, dental and vision coverage. In order for the self-insurance program to be financially beneficial for employees and the District, it is important that employees be well-informed about plan design. Additionally, employees should be aware that insurance rates are impacted by plan design, claims, stop-loss insurance and administrative rates.

To that end, the District has established an Insurance Committee that represents all employee groups in the District. The role of the Insurance Committee that represents all operations related to the District's self-insured program is to collaboratively review any savings or increased expenses, and to consider any changes in plan design and employee contributions.

A regular bargaining unit employee hired to work thirty (30) hours per week or more, nine (9) months or more per year, shall have access to health insurance benefits as enumerated in Section A for the employee and dependents. Bargaining unit employees who works twenty (20) hours per week or more, but less than thirty (30) hours per week on a nine (9) month basis or more per year, shall be eligible for "employee only medical only," paid by the District.

- A. The employee and District will pay the following portions of the monthly premiums for present insurance benefits, Family Medical, Dental and Vision as follows:

	<u>Employee</u>	<u>District</u>
Employee Only	0%	100%
Employee Plus Child(ren)	9%	91%
Employee Plus Spouse	11%	89%
Employee Plus Family	10%	90%

In no case shall the employees be held responsible for any premium increases greater than \$25 per month in a given year in any category.

- B. Changes may be made on an annual basis, based on insurance renewal dates. Currently, changes can be made in the month of November each year, and become effective the following January.
- C. "Employee only" coverage will be guaranteed at no cost for the duration of this Agreement.
- D. Any increase in premiums for these coverages, after the insurance renewal date, in a single insurance year shall be paid by the District.
- E. When a benefit-eligible employee is hired on or before the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the following month. When a benefit-eligible employee is hired after the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the second (2nd) month following the hire date.

- F. The District shall continue to provide a Section 125 Plan that includes the following:
1. A pre-tax option for insurance premiums;
 2. A flexible spending account for unreimbursed medical health expenses; and
 3. A flexible spending account for dependent care.

The District will continue to make supplemental insurance available for purchase at the discretion of the employee.

G. OPT Out: Employees who have medical coverage through another source may opt-out of the District provided medical, prescription, dental, and vision coverage by providing to the District proof of coverage. The District will then provide the employee with a taxable benefit in the amount of \$350.00 per month. The employee may opt-out at open enrollment or during a qualifying life event.

G.H Any currently insured employee who retires and is ineligible for the District supplemental retirement, may elect within sixty (60) days after the employee's effective date of retirement, to access "medical only" insurance coverage for the employee and his/her spouse and dependent children, if any, until the employee is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the employee's retirement will have access to the District insurance. Such medical coverage shall be the same as that provided to current employees as enumerated in this Article. The employee shall be responsible for the full payment of such coverage. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare. The child of a retiree shall have access to medical insurance until the child reaches age 26. The District will not pay any of the costs of medical insurance for the retiree's dependents.

H.I In order to assist employees who currently use tobacco products, the District will fund 100% of the cost of one cessation program and 75% of the cost of a second program comparable to the cost of those at Ashland Community Hospital, Rogue Valley **Asante** Medical Center, and Providence Medford Medical Center.

J. If during the course of this agreement the District reaches a signed agreement with the certified bargaining unit that results in a higher insurance contribution than provided to the members covered under this agreement, the District agrees to adjust the insurance premium to an equivalent amount.

ARTICLE 18 16

SUPPLEMENTAL RETIREMENT

- A. Supplemental retirement provides for the continuation of medical insurance benefits for those bargaining unit employees choosing to retire. The Board will make this option available for all eligible classified employees for the duration of this Agreement under the following conditions:
1. The employee must be one-half (½) time or more throughout their employment with the District;
 2. Employees hired prior to July 1, 1993, must have been a continuous classified employee (inclusive of paid leaves) of the District for fifteen (15) years or more.

Employees hired on or after July 1, 1993 and before July 1, 2000, must have been a continuous classified employee (inclusive of paid leaves) of the District for eighteen (18) years or more.

Employees hired on or after July 1, 2000, will not be eligible for supplemental retirement.
 3. The employee must be eligible for retirement under the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program.
- B. If an employee meets all of the above categories described in Section A, and decides to retire, the following retirement benefits will be provided by the Ashland School District:
1. The District will provide “medical only” insurance coverage for the retiree and his/her spouse and dependent children, if any, until the retiree is eligible for Medicare or for a maximum of ten (10) years, whichever comes first. Such medical coverage shall be the same as that provided to current bargaining unit employees as per Article 17C. Payment for such coverage shall be as follows:
 - a. The District will pay for the “medical only” coverage for the retiree.
 - b. Retirees choosing to purchase medical coverage for their spouse and dependent children, if any, shall contribute no more than twice the out-of-pocket amount that bargaining unit employees pay for the insurance benefit coverage that is then in existence within the District on a year-to-year basis.
 2. Bargaining unit employees who retire from Ashland School District with fifteen (15) years of continuous service shall be paid a bonus in recognition of his/her years of service equivalent to \$4.00 for each hour of accumulated sick leave at the time of retirement.
 3. Bargaining unit employees wishing to take advantage of the supplemental retirement benefit must give the District at least four (4) months notice of intent to retire.

4. Those employees receiving supplemental retirement benefits as of July 1, 2004, will continue to receive those supplemental retirement benefits at the same level as the contract language specified at the time of their retirement from the District.
- C. Bargaining unit employees who retire from Ashland School District, and who are subsequently rehired by the District, will receive all contractual rights and benefits under the Collective Bargaining Agreement except those rights and/or benefits expressly set forth below as exclusions:
1. The rate of pay for rehired employees will be established by the District.
 2. Retired employees will not bring sick leave forward, but will accrue sick leave at the rate of one (1) day per month, and those days will be awarded as they are earned.
 3. Contractual supplemental retirement benefits for which the employee may be eligible will not become effective until the end of his/her service with the District. The supplemental retirement benefits will be based upon the contractual benefits available at the time of retirement.
 4. The Association president will be notified in writing in cases of rehire.
 5. The District will not be obligated to forward payments to PERS for the re-employed member who is already drawing PERS benefits.
 6. An employee who retires prior to the end of the fiscal year may continue in their same position until the end of the fiscal year.
 7. If a retiree wishes to continue employment with the District in another position, the District must first post the position and ensure that no current bargaining unit employee who applies for the position is qualified prior to awarding the position to a retiree.
 8. Bargaining unit employees on a recall list shall be eligible for placement in a vacant position prior to a retiree.

ARTICLE 19 17

STANDING COMMITTEES

The parties agree to establish standing committees. These committees will be charged with dealing with ongoing problems and/or concerns throughout the duration of this Agreement. No committee shall have the power or authority to change any portion of the Collective Bargaining Agreement without approval of the District and the Association membership. Each committee shall develop guidelines and procedures pertaining to their particular duties and membership of the committee.

1. Labor-Management Committee – The parties agree to establish regular communications through Labor-Management meetings with the intent of addressing employee/employer issues as they relate to the Collective Bargaining Agreement and workplace issues. The parties shall mutually develop the specific functions and membership of the Labor-Management Committee.
2. Insurance Committee – The District and the Association agree to jointly participate in an insurance committee for the purpose of examining ways in which insurance costs can be controlled for both parties. The Insurance Committee is made up of representatives from each employee group. The committee shall receive regular reports from the third party administrator regarding claims, benefits, and any potential cost increases. The committee will consider any changes in rates or benefits prior to adoption to ensure that the District's self-insured health insurance program is operating efficiently. In no case will the committee have the authority to alter, modify, or amend this Agreement without prior approval of the District and Association membership.
3. Health Promotion Committee – The Health Promotion Committee is dedicated to maintaining a culture of wellness by providing Ashland School District employees with the very best tools and resources to help build and sustain a results-oriented health promotion program. The Health Promotion Committee shall be comprised of members from every employee group.
4. Safety Committee – The Safety Committee has membership from every employee group, and is charged with ensuring safe and healthy environments at every school and work site. The Safety Committee meets on a monthly basis and receives reports from site inspections regarding potential safety issues. They also review safety procedures and policies, and make recommendations on how to strengthen these policies. Regular Safety Committee meetings are required by state law, and are recommended as best practice by the District's liability carrier.
5. **Classification Review – The classification review is constituted for the purpose of reviewing classification requests and maintaining current job descriptions in order to meet essential job duties, responsibilities and legal requirements, and shall comply with the following guidelines:**
 - a. **The Committee shall be established by September 30 of each year.**

- b. The Committee shall be comprised of three (3) classified employees and three (3) administrators. Classified employees shall choose their own representatives and administration shall choose theirs. Outside consultants may be present if both sides agree.**
- c. Classified employees serving on this Committee shall not review their individual classification request.**
- d. The Committee shall submit quarterly reports to the Labor Management Committee.**
- e. The Committee shall establish the procedure and criteria to determine approval or denial of classification requests.**

ARTICLE ~~20~~ 18 **STRIKES AND LOCKOUTS**

- A. Bargaining unit employees covered under this Agreement agree not to participate in a strike during the term of this Agreement.

- B. There shall be no "lockout" of bargaining unit employees during the term of this Agreement.

ARTICLE 21 19 MISCELLANEOUS

A. District Travel

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current Internal Revenue Service rate for all miles driven on behalf of the District.

B. Lodging, Meals, and Registration Fees

Reimbursement rates for meals and lodging shall be based upon the rates established by the General Services Administration (GSA) located at www.gsa.gov/perdiem. The District will assume the cost of the Registration fee.

Paid Meals: When employee(s) are scheduled to accompany students on a trip, they shall be entitled to be reimbursed for breakfast if they are expected to report to work prior to 6:00 am. If they are away from the district and lunch is provided for students and other staff, lunch shall be provided. If the trip extends beyond 6:00 pm, dinner shall either be provided or reimbursed.

C. Physical Examination

If physical examinations are required as a condition of continued employment, the District will pay the cost to a physician of the District's choice. Whenever possible, the physical examination shall be scheduled during the employee's regular work hours and this will be considered paid time. If the District is unable to schedule a physical during the employee's regular work hours, the employee shall be compensated for the additional time required.

Should an employee disagree with the findings of the District's physician, the employee may be examined by his/her personal physician at the employee's cost.

Should the District's physician and the employee's personal physician disagree regarding the employee's physical ability to continue employment, the employee may be examined by a third physician mutually agreed upon by the District and the employee, who shall make the final determination. The cost of this examination shall be borne by the District.

D. Compensation During Required Training Periods

If the training is required by the District, the cost shall be borne by the District **and shall comply with BOLI.**

ARTICLE 20 TRANSPORTATION

1. Hours of Work and Work Week: The normal work week for drivers shall consist of five (5) consecutive days within a seven (7) day period.

If there is one (1) hour or less between the employee's route runs or assignment(s), the driver shall be compensated as follows:

- a. Regular route(s) shall be paid at drive time.
- b. The SPED drivers shall be paid at their drive time rate if there is less than thirty (30) minutes between runs/assignments. Wait time rate shall be paid if there are thirty-one (31) to sixty (60) minutes between routes/runs.
- c. If a drivers route is shortened or cancelled due to a road closure, no students that day, etc., the driver shall be paid their full route time if the driver did not receive twenty-four (24) hours notice.

2. Pre-Trip: There shall be twenty (20) paid minutes for the morning pre- trip bus Inspection per the CDL checklist and warm up.

Post-Trip: An additional twenty (20) paid minutes for the post-shift clean up and lock up process. The drivers shall inspect the interior of the bus at the conclusion of each run to check for children, lost items, vandalism, seat repair needs, etc. and to place the "bus empty" placard in the rear window.

No driver shall transport students unless the bus has been deemed safe to operate (OAR 581-053-0230). This shall be determined by the school district mechanic(s). No driver shall suffer discipline for refusing to operate any equipment that would, in their opinion, fail Oregon safety standards.

4. Regular Route Vacancies: All newly established or vacated routes are subject to bid. Such available routes shall be posted internally on the chalkboard for not less than seven (7) working days. This posting shall include:

- a. The route number
- b. The number of work hours and/or number of base hours (Special Needs postings shall include a notice that hours are subject to change).
- c. If the position is eligible for benefits

At any time during the regular school year a change occurs in a route that would result in a change in benefit eligibility, that route shall be posted for bid.

Bidding will be by seniority in accordance with Article 7A.

Summer Openings: Drivers will bid on any openings that occur during the summer

at the first driver meeting of the school year. Bidding will be the first item on the agenda. If a driver cannot attend this meeting, the driver shall express his/her prioritized interests in writing to the Transportation Director. The Director agrees to consider the absent drivers seniority when assigning routes at the first drivers meeting.

5. Absences/Subbing: In the event of the absence of a regular route driver or special needs driver for all or part of his/her regular route and no relief driver or substitute is available, bus mechanics who are willing and qualified to drive all or part of the regular route shall be provided the opportunity to do so on a rotational basis. Exceptions may be made based upon the needs of the department as determined by the Transportation Director. Every effort shall be made to first find qualified bargaining unit drivers.
6. Supplemental Assignment: Supplemental assignments in the Transportation Department may include, but are not limited to: Special Needs Scheduler, Type 20, and office cleaning , and shall be subject to bid. When a supplemental position is vacated, the Transportation Director may choose to redesign or eliminate the position based upon the needs and funding of the department.

When two (2) ore more drivers apply for the same supplemental assignment and are equally qualified to fill the position in the opinion of the Transportation Director, seniority shall be the determining factor. The criteria for determining qualifications shall include:

- a. Current job classification
- b. Employee evaluations
- c. Experience/knowledge/abilities or would be able to learn the duties of the job within thirty (30) days.

7. Trips: The Transportation Director shall identify routes to be designated as Trip Routes. Trips will be assigned equitably by the Transportation Director or his/her designee the Thursday prior to the scheduled trip when at all possible. Trip routes that would interfere with a regular route, shall be assigned in the following order using seniority within the group:

- 1st Trip Route Driver
- 2nd Relief Driver

In the event additional drivers are needed, regular and special needs drivers may be used, assigned by seniority within the department.

Drivers who successfully bid on Trip Routes shall agree to be available to take trips at all times. More than three (3) documented trip refusals within one (1) school year will result in the loss of the Trip Route and that route will reopen for bid. Any trips declined when there are less than forty-eight (48) hours' notice will not be considered as a trip refusal. Trip refusals will be not be charged when the driver is on an approved leave.

No trip shall be assigned to any management employee unless a qualified classified bargaining unit driver is not available. Every effort will be made to find a qualified classified bargaining unit driver.

Overnight trips shall be paid as follows:

- a. Drive time to and from the destination and any shuttling involved.**
- b. Wait time for all but eight (8) hours for the remainder of the trip.**

During emergency situations, the Transportation Director has the right to make exceptions for assignments. Emergency situations include:

- a. Widespread illness**
- b. Natural disasters**
- c. Weather conditions**
- d. Any other unforeseen event**

The Transportation Director shall maintain a trip log of all trips and this log shall be available for inspection by trip route drivers and the Association upon request.

Trip Cancellations:

- a. Drivers shall receive at least one-half (1/2) of the driving wage rate and at least one-half (1/2) of the wait time rate for a cancellation of a driving assignment when the driver does not receive at least twenty-four (24) hours notice.**
- b. Trips that are cancelled after the trip has started, the driver shall be paid drive time for the entire scheduled trip.**

8. Wait Time: Wait time is defined as non-driving time during which a driver is:

- a. Between route and/or trip driving assignments where the interval is more than thirty (30) minutes**
- b. After arriving at a trip destination and waiting for the trip to resume (except for overnight trips)**

Drivers on wait time are not required to remain at the destination site, but must be assessable by phone and no farther than twenty (20) minutes from the destination site.

If a driver is instructed to be ready to leave at a specified time, drive time shall be counted fifteen (15) minutes prior to that time in order to perform the pre-trip inspection.

- 9. Training Time: Training time is defined as non-driving time during which the driver is:**
- a. Attending training classes**
 - b. Riding the bus for the purpose of learning a new route**
 - c. Driving an unloaded bus for the purpose of learning and/or vehicle familiarization.**
- 10. Paid Meals: When drivers are expected to be on the job prior to 6:00 am, the driver shall be reimbursed for breakfast and lunch if the shift is extends beyond 2:00 pm. Dinner shall be included if working beyond 6:00 pm.**
- 11. Drivers shall receive drive time for all required physicals and drug testing. Drivers may use a District car if one is available.**

ARTICLE ~~22~~ 21 **MODIFICATION OF AGREEMENT**

This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be reduced to writing and signed by the Board Chair and the President of the Association.

ARTICLE 5 22

EXISTING CONDITIONS

Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Association and the execution of the Agreement.

ARTICLE 6 23

SEPARABILITY OF PROVISIONS

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, such decisions should apply to only a specific article, section, or portion thereof, directly specified in the decision. Such a decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect. The provision(s) in question may be re-bargained at the request of either party **using the 90-day interim bargaining process under ORS 243.698.**

**ARTICLE 2324
DURATION OF AGREEMENT**

This Agreement shall be effective upon execution and shall remain in full force and effective through June 30, 20182021. If either party wishes to renew or modify this Agreement, to be effective beyond June 30, 20182021, the other party shall be notified at least sixty (60) days prior to its expiration. Changes may be made or modified per Article ~~22~~21

There shall be three (3) signed copies of the final Agreement for the purpose of records.

~~During the 2015-16 fiscal year, the parties agree to re-open negotiations on compensation, the Transportation Work Rules, and one (1) non-economic article of each party's choice.~~

~~During the 2016-17 fiscal year, the parties agree to re-open negotiations on compensation and one (1) non-economic article of each party's choice.~~

~~During the 2017-18 fiscal year, the parties agree to re-open negotiations for the full contract.~~

**OREGON SCHOOL EMPLOYEES
ASSOCIATION
Ashland Chapter 42**

**BOARD OF EDUCATION
Ashland School District 5**

By _____

By _____

**Callie Mercer
OSEA Chapter 42 President**

**Jim Westrick
Board Chairperson**

Date: _____

Date: _____

By _____

By _____

**Ahrien T. Johnson
OSEA Field Representative**

**Jay Hummel
Superintendent**

Date: _____

Date: _____

APPENDIX A
EMPLOYEES GRANDFATHERED
FOR SUPPLEMENTAL RETIREMENT

The following employees will be eligible for District Supplemental Retirement after fifteen (15) years of half-time or more continuous service with the District, once they are PERS eligible.

Albert, Don	LaMontagne, Tricia	Razzano, Tess
Cislo, Deborah	Marron, Linda	Rogers, Judy
Grimmesey, Shawn	Mercer, Callie	Steele, Nancy
Jones, Dorinda	Montamble, Matthew	Toothman, Lillian

The following employees will be eligible for District Supplemental Retirement after eighteen (18) years of half-time or more continuous service with the District, once they are PERS eligible.

Baker, Terri	Holtey, Sheila	Quesenberry, Kathy
Burnett, Tamra	Marshall, Laura	Sanchez, Bernadette
Cottle, Tara	Miedecke, Debbie	Stewart, Karen
Cummings, Brad	Myers, Terry	Wood, Malinda
Cyr, Robert	Pasche, Karin	Wright, Margaret
Hald, Carolyn	Pirasteh, Zahra	

RESOLUTION

LEVEL 1—INFORMAL Before filing a written complaint
GRIEVANT - Employee and/or Association Representative
RESPONDENT - Employee's Immediate Supervisor or HR Director
ACTION - Discuss informally any contractual complaint/interpretation within ten (10) working days of knowledge of complaint
OUTCOME - Respondent to communicate written decision within five (5) working days.

LEVEL 2 —FORMAL Filed when not satisfied with Level 1 decision
GRIEVANT - Employee and/or Association Representative
RESPONDENT – Employee's Immediate Supervisor and/or HR Director
ACTION – Files written grievance within ten (10) working days following decision at Level 1
OUTCOME - Respondent to communicate written decision within five (5) working days.

LEVEL 3 — REVIEW Filed when not satisfied with Level 2 decision
GRIEVANT - Employee and/or Association Representative
RESPONDENT - Superintendent and/or HR Director
ACTION – Written appeal within ten (10) working days following decision at Level 2
OUTCOME - Respondent to communicate written decision within five (5) working days of receipt of appeal

LEVEL 4 —SCHOOL BOARD Filed when not satisfied with Level 3 decision
GRIEVANT - Employee and/or Association Representative
RESPONDENT - School Board
ACTION – Written appeal for hearing within ten (10) working days following decision at Level 3
OUTCOME - School Board to hear appeal at next scheduled meeting and render its decision within ten (10) working days.

LEVEL 5 —ARBITRATION Filed when not satisfied with Level 4 decision
GRIEVANT - Association
RESPONDENT – District
Follow ARBITRATION PROCESS as defined in contract.

APPENDIX C-1
2015-2016 Classified Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Crossing Guard	\$10.13	\$10.50	\$10.85	\$11.24	\$11.64	\$12.04	\$12.46	\$12.89
After School Activities Coordinator	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Transition Specialist	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Youth Advocate	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Bus—Wait & Training Time	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67	\$9.67
Bus Driver—Stand By	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Bus Driver—Maint I Rate	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Bus Driver	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Bus Driver—Special Needs	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Bus Driver—Relief	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Bus Driver—Trainer	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42
Bus Mechanic	\$15.12	\$15.64	\$16.19	\$16.76	\$17.35	\$17.96	\$18.58	\$19.24
Custodian	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Custodian—Bus	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Asst Head Custodian—AMS/AHS	\$13.05	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59
Head Custodian—ELEM/AMS	\$13.05	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59
Head Custodian—AHS	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Lead Custodian—Warehouse	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Educational Assistant	\$12.10	\$12.53	\$12.96	\$13.42	\$13.89	\$14.37	\$14.88	\$15.40
Educational Assistant—Media Asst	\$12.10	\$12.53	\$12.96	\$13.42	\$13.89	\$14.37	\$14.88	\$15.40
Educational Assistant—Sped I	\$12.10	\$12.53	\$12.96	\$13.42	\$13.89	\$14.37	\$14.88	\$15.40
Library Manager	\$13.05	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59
Educational Assistant—Site Based	\$13.68	\$14.16	\$14.66	\$15.18	\$15.69	\$16.24	\$16.81	\$17.40
Educational Assistant—Sped II	\$14.21	\$14.71	\$15.23	\$15.76	\$16.30	\$16.87	\$17.46	\$18.07
Food Service Worker	\$10.13	\$10.50	\$10.85	\$11.24	\$11.64	\$12.04	\$12.46	\$12.89
Cafeteria Manager	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Maintenance I	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Maintenance II	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42
Maintenance III	\$15.12	\$15.64	\$16.19	\$16.76	\$17.35	\$17.96	\$18.58	\$19.24
Maintenance—HVAC	\$16.05	\$16.62	\$17.19	\$17.79	\$18.41	\$19.05	\$19.72	\$20.41
Maintenance—Electrician	\$20.41	\$21.13	\$21.87	\$22.63	\$23.42	\$24.26	\$25.10	\$25.98
Secretary II	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Registrar—Middle School	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Office Manager—Elementary	\$13.49	\$13.97	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16
Registrar—High School	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42
School Bookkeeper	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42
Admin Asst—Student Services	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42
Office Manager—Middle School	\$14.48	\$14.98	\$15.51	\$16.07	\$16.63	\$17.20	\$17.80	\$18.42

Accounting Assistant II	\$15.12	\$15.64	\$16.19	\$16.76	\$17.35	\$17.96	\$18.58	\$19.24
Office Manager – High School	\$15.12	\$15.64	\$16.19	\$16.76	\$17.35	\$17.96	\$18.58	\$19.24

-	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Computer Lab Coordinator	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Technical Services Coordinator	\$12.82	\$13.27	\$13.74	\$14.22	\$14.72	\$15.24	\$15.77	\$16.32
Technician	\$14.21	\$14.71	\$15.23	\$15.76	\$16.30	\$16.87	\$17.46	\$18.07
Technology Trainer	\$14.45	\$14.95	\$15.48	\$16.02	\$16.59	\$17.16	\$17.76	\$18.38
Network Technician	\$14.97	\$15.50	\$16.05	\$16.62	\$17.19	\$17.79	\$18.41	\$19.05
Programmer Analyst*	\$20.41	\$21.13	\$21.87	\$22.63	\$23.42	\$24.26	\$25.10	\$25.98
Systems Analyst*	\$20.41	\$21.13	\$21.87	\$22.63	\$23.42	\$24.26	\$25.10	\$25.98
Network Engineer I*	\$22.37	\$23.15	\$23.96	\$24.80	\$25.67	\$26.57	\$27.50	\$28.46
Network Engineer II*	\$26.19	\$27.11	\$28.06	\$29.04	\$30.06	\$31.11	\$32.20	\$33.32
Network Engineer III*	\$29.14	\$30.16	\$31.21	\$32.31	\$33.44	\$34.61	\$35.82	\$37.08

***Exempt position**

~~APPENDIX C-2~~
~~2015-2016 Classified Longevity Schedule~~